

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

In re:	)	
	)	Chapter 11
	)	
VOLUNTEER ENERGY SERVICES, INC.,	)	Case No. 22-50804
	)	
Debtor. <sup>1</sup>	)	Judge C. Kathryn Preston
	)	

**DEBTOR’S FIRST OMNIBUS MOTION FOR ENTRY OF AN ORDER  
(I) AUTHORIZING AND APPROVING THE REJECTION OF CERTAIN  
EXECUTORY CONTRACTS EFFECTIVE AS OF THE PETITION DATE; AND  
(II) WAIVING THE REQUIREMENTS OF BANKRUPTCY RULE 6006(f)(6)**

**YOUR RIGHTS MAY BE AFFECTED. This is an omnibus motion pursuant to Rule 6006(f) of the Federal Rules of Bankruptcy Procedure. Parties receiving this motion should locate their names and contracts listed on Schedule 1 to the proposed order attached hereto as Exhibit A.**

Volunteer Energy Services, Inc., as debtor and debtor in possession (the “Debtor”) in the above-captioned chapter 11 case (the “Chapter 11 Case”), hereby submits this motion (the “Motion”) for entry of an order, pursuant to section 365 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), (i) authorizing the Debtor to reject, effective as of the Petition Date (as defined below), the contracts (the “Broker Contracts”) identified on **Schedule 1** to the Proposed Order between the Debtor and its Brokers (as defined below); and (ii) waiving the requirement of Bankruptcy Rule 6006(f)(6). As explained further below, the Broker Contracts are agreements that govern the business relationship and the commission-based compensation structure that the Debtor has

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification are (2693), and the address of the Debtor’s corporate headquarters is 790 Windmill Drive, Pickerington, Ohio 43147.

with the Brokers. **For the avoidance of doubt, all such agreements, and each and every modification, amendment, and supplement thereto, that the parties identified on Schedule 1 to the Proposed Order have with the Debtor are Broker Contracts, as such term is used in this Motion, and which the Debtor is seeking to reject by and through this Motion.**

In support of this Motion, the Debtor relies upon the *Declaration of David Warner in Support of the Chapter 11 Petition and First Day Pleadings* (Doc. 26) (the “First Day Declaration”),<sup>2</sup> filed on March 26, 2022, and respectfully states as follows:

### **JURISDICTION AND VENUE**

1. The United States Bankruptcy Court for the Southern District of Ohio (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference entered in this District.

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are Bankruptcy Code sections 105(a) and 365 and Bankruptcy Rule 6006.

### **BACKGROUND**

#### **I. The Chapter 11 Case**

4. On March 25, 2022 (the “Petition Date”), the Debtor commenced the Chapter 11 Case by filing a petition for relief under chapter 11 of the Bankruptcy Code.

5. The Debtor continues to operate its business and manage its property as a debtor in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

6. No trustee, examiner, creditors’ committee, or other official committee has been appointed in this Chapter 11 Case.

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<sup>2</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the First Day Declaration.

7. A description of the Debtor's business operations, capital structure, and circumstances leading to the chapter 11 filing is set forth in the First Day Declaration filed contemporaneously herewith and incorporated herein by reference.

## **II. The Executory Contracts**

8. As set forth in detail in the First Day Declaration, the Debtor is a retail energy supplier and has historically generated a significant portion of its business through a network of hundreds of commission-based independent contractors and agents (the "Brokers"). For the most part, business generated by the Brokers for the Debtor was in the form of municipal aggregation agreements secured by the Brokers, and the resulting participation in such municipal aggregations by residents of the municipality.

9. The Debtor has an agreement with each of its Brokers that governs the Debtor's and each Broker's business relationship. Under these agreements, the Brokers are generally entitled to be paid a commission based on the amount of gas or electricity sold to the Debtor's customers participating in a municipal aggregation procured by the particular Broker over the life of the municipal aggregation agreement. The Broker Contracts are the particular agreements between the Debtor and the Brokers that the Debtor seeks authority to reject by and through this Motion. The Debtor has determined, in the reasonable exercise of its business judgment, that the Broker Contracts no longer serve any business purpose and are burdensome to the Debtor's bankruptcy estate.

## **RELIEF REQUESTED**

10. The Debtor seeks entry of an order, substantially in the form of the Proposed Order attached hereto as **Exhibit A**: (a) authorizing the Debtor to reject the Broker Contracts, and deeming the Broker Contracts rejected, as of the Petition Date; and (b) waiving the

requirements of Bankruptcy Rule 6006(f)(6).

11. For the reasons set forth herein, the Debtor submits that the relief requested is in the best interests of the Debtor, its estate, creditors, and other parties in interest and therefore should be granted.

### **BASIS FOR REQUESTED RELIEF**

#### **I. Rejection of the Broker Contracts Constitutes a Sound Exercise of the Debtor's Business Judgment.**

12. Bankruptcy Code section 365(a) provides that a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease." 11 U.S.C. § 365(a). It is well-settled in the Sixth Circuit that where "the obligation of both the bankrupt and the other party to the contract are so far unperformed that the failure of either to complete performance would constitute a material breach excusing the performance of the other," a contract is considered executory. *In re Terrell*, 892 F.2d 469, 471 n.2 (6th Cir. 1989) (citation omitted).

13. Courts routinely approve motions to assume, assume and assign, or reject executory contracts or unexpired leases upon a showing that the debtor's decision to take such action will benefit the debtor's estate and is an exercise of sound business judgment. *Mission Prod. Holdings, Inc. v. Tempnology, LLC*, 139 S. Ct. 1652, 1658 (2019) ("The bankruptcy court will generally approve [the] choice [to assume or reject an executory contract] under the deferential 'business judgment' rule."); *NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984) (the traditional standard applied by courts to authorize the rejection of an executory contract is that of "business judgment"); *In re Federated Dept. Stores, Inc.*, 131 B.R. 808, 811 (Bankr. S.D. Ohio 1991) ("Courts traditionally have applied the business judgment standard in determining whether to authorize the rejection of executory contracts and unexpired leases."); *In re Structurlite Plastics Corp.*, 86 B.R. 922, 925 (Bankr. S.D. Ohio 1988) (same).

14. Courts generally will not second-guess a debtor's business judgment concerning the assumption or rejection of an executory contract or unexpired lease unless there is a showing of bad faith or gross abuse of discretion. *See Allied Tech., Inc. v. R.B. Brunemann & Sons, Inc.*, 25 B.R. 484, 495 (Bankr. S.D. Ohio 1982) ("Court approval of a debtor in possession's decision . . . should only be withheld if the debtor's judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code, and particularly of 11 U.S.C. § 365."); *see also In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) ("A debtor's decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim or caprice.") (citation and internal quotation omitted). "Accordingly, the court should not interfere with or second-guess the debtor's sound business judgment unless and until evidence is presented that establishes that the debtor's decision was one taken in bad faith or in gross abuse of its retained business discretion." *In re Wheeling-Pittsburgh Steel Corp.*, 72 B.R. 845, 849 (Bankr. W.D. Pa. 1987).

15. The "business judgment" test is not a strict standard; it merely requires a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor's estate. *See NLRB v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982) (noting that the "usual test for rejection of an executory contract is simply whether rejection would benefit the estate"), *aff'd*, 465 U.S. 513 (1984). Further, "[s]ection 365 enables the trustee to maximize the value of the debtor's estate by assuming executory contracts and unexpired leases that benefit the estate and rejecting those that do not." *L.R.S.C. Co. v. Rickel Home Ctrs., Inc. (In re Rickel Home Ctrs., Inc.)*, 209 F.3d 291, 298 (3d Cir. 2000). Under the business judgment test, the debtor need demonstrate only that the assumption or rejection of the executory contract or unexpired lease will benefit the estate. *See Granada Investments, Inc. v. DWG Corp.*,

823 F.Supp. 448, 454 (N.D. Ohio 1993) (“The business judgment rule presumes that in making a business decision, actions have been taken on an informed basis, in good faith, and in the honest belief that the action was taken in the best interests of the company.”) (citations omitted); *see Stewart Title Guar. Co. v. Old Republic Nat’l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (section 365 of the Bankruptcy Code “allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed”).

16. The Debtor, in its sound business judgment, has determined that rejection of the Broker Contracts is in the best interests of its estate. As set forth in the First Day Declaration, the purpose of this Chapter 11 Case is to conduct an orderly winddown of the Debtor’s business operations. Thus, the Broker Contracts are no longer necessary for or beneficial to the Debtor or its estate, and, absent rejection, they may create unnecessary and burdensome expenses for the Debtor’s estate. In addition, the Debtor has determined that no meaningful value would be realized by the Debtor if the Broker Contracts were assumed and assigned to third parties. Accordingly, the Broker Contracts should be rejected.

## **II. Rejection as of the Petition Date.**

17. Although Bankruptcy Code section 365 does not specifically address the retroactive rejection of executory contracts and unexpired leases, numerous courts have authorized retroactive rejection where principles of equity supported such authorization. *See, e.g., Pac. Shores Dev., LLC v. At Home Corp. (In re At Home Corp.)*, 392 F.3d 1064, 1065–66 (9th Cir. 2004) (affirming bankruptcy court’s approval of retroactive rejection); *Thinking Machs. Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machs. Corp.)*, 67 F.3d 1021, 1028 (1st Cir. 1995) (holding that, with respect to lease rejection pursuant to section 365 of the Bankruptcy Code, “bankruptcy courts may enter retroactive orders of approval, and should do so when the

balance of equities preponderates in favor of such remediation”); *In re Artemis Laser & Vein Center, LLC*, Case No. 14-55300, Docket No. 71 (Bankr. S.D. Ohio Sept. 26, 2014) (ordering that the rejection was effective as of the petition date, which was approximately one month prior to the date the motion was filed).

18. The balance of equities in this Chapter 11 Case favors authorizing the Debtor to reject the Broker Contracts effective as of the Petition Date. Any postponement of the effective date of rejection of the Broker Contracts may potentially cause the Debtor to incur unnecessary administrative expenses under the Broker Contracts without providing any corresponding benefit to the Debtor’s estate. Further, allowing the Debtor to reject the Broker Contracts will not unduly prejudice the contract counterparties to the Broker Contracts because they will receive proper notice of the Motion and the proposed rejection.

### **III. Waiver of the Requirements of Bankruptcy Rule 6006(f)(6) is Appropriate.**

19. By the Motion, the Debtor seeks to reject 226 Broker Contracts. Bankruptcy Rule 6006(f)(6) requires that an omnibus motion to reject multiple executory contracts or unexpired leases “be limited to no more than 100 executory contracts or unexpired leases.” However, the 2007 Advisory Committee Note to Rule 6006 states that “[a]n omnibus motion to assume, assign, or reject multiple executory contracts and unexpired leases must comply with the procedural requirements set forth in subdivision (f) of the rule, unless the court orders otherwise.” Thus, courts will waive the requirements of Bankruptcy Rule 6006(f)(6) for cause. *See, e.g., In re Old Carco LLC*, 406 B.R. 180, 207–10 (Bankr. S.D.N.Y. 2009) (citing the advisory committee notes and permitting more than 100 agreements to be rejected through one motion when (i) the rejected agreements were substantially similar, (ii) all of the rejected agreements were subject to a single comprehensive analysis by the debtors, and (iii) all of the

agreements were being rejected and not assigned to the reorganized entity). As the court noted in *Old Carco*, counterparties to the rejected agreements could easily find their names on the list of counterparties, and “it would not have advanced the process by requiring the Debtors to file eight separate motions requesting the same relief.” *Id.* at 210.

20. The Debtor respectfully submits that cause exists to waive the requirements of Bankruptcy Rule 6006(f)(6). First, all of the executory contracts addressed by this Motion are of the same type and purpose—contracts between the Debtor and its Brokers. The Broker Contracts are, in large part, substantially identical to each other. Second, the Debtor’s rationale for rejecting the Broker Contracts, and the legal and factual support for these determinations, apply equally to all Broker Contracts. Third, each Broker will receive a copy of this Motion and the required notice. Thus, the Debtor submits that the Brokers will receive sufficient and proper notice. In this instance, requiring multiple motions would unnecessarily deplete the bankruptcy estate’s and the Court’s resources, and would not result in the Brokers receiving better notice.

21. Under these circumstances, the Debtor submits that the Court should waive the requirements of Bankruptcy Rule 6006(f), thereby permitting the Debtor to seek rejection of all of the Broker Contracts by and through this one Motion. *See* Fed. R. Bankr. P. 6006 advisory committee’s note (stating the drafting committee’s intent that a court may order exceptions to Fed. R. Bankr. P. 6006(f) for an omnibus motion).

### **MOTION PRACTICE**

22. This Motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this motion. Accordingly, the Debtor submits that this Motion satisfies Local Rule 9013-1(a).



### **RESERVATION OF RIGHTS**

23. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtor under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtor's or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion or any order granting the relief requested by this motion or any order granting the relief requested by this motion or a finding that any particular claim is an administrative expense claim or other priority claim; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtor's estate; (g) a waiver or limitation of the Debtor's, or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtor that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

### **NOTICE**

24. The Debtor will provide notice of the Motion to: (a) the United States Trustee; (b) counsel to PNC Bank, National Association; (c) the holders of the 20 largest unsecured claims against the Debtor; (d) all official committees appointed, as of the filing of this Motion, in the Chapter 11 Case and their counsel; (e) the offices of the attorneys general for Ohio, Pennsylvania, Michigan, Kentucky, and West Virginia; (f) the United States Attorney's Office for the Southern District of Ohio; (g) the Internal Revenue Service; (h) the Debtor's state and

local taxing authorities in Ohio, Pennsylvania, Michigan, Kentucky, and West Virginia; (i) the Public Utilities Commission of Ohio, Pennsylvania Public Utilities Commission, Kentucky Public Service Commission, and Michigan Public Service Commission; (j) the U.S. Environmental Protection Agency; (k) the Federal Energy Regulatory Commission; (l) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (m) the Brokers. The Debtor submits that, in light of the nature of the relief requested, no other or further notice is required.

**NO PRIOR REQUEST**

25. No prior motion for the relief requested herein has been made in this or any other court.

WHEREFORE, the Debtor respectfully requests that the Court enter an order, substantially in the form of the Proposed Order attached hereto as **Exhibit A**, (i) authorizing the Debtor to reject, effective as of the Petition Date, the Broker Contracts; (ii) waiving the requirements of Bankruptcy Rule 6006(f)(6); and (iii) granting such other and further relief as the Court deems appropriate.

Dated: March 30, 2022  
Columbus, Ohio

Respectfully submitted,

/s/ Philip K. Stovall

David M. Whittaker (0019307)

Philip K. Stovall (0090916)

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- and -

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*Proposed Counsel to the Debtor*

**Exhibit A**

**Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

In re:	)	
	)	Chapter 11
VOLUNTEER ENERGY SERVICES, INC.,	)	Case No. 22-50804
	)	
Debtor. <sup>1</sup>	)	Judge C. Kathryn Preston
	)	

**ORDER (I) AUTHORIZING AND APPROVING THE  
REJECTION OF CERTAIN EXECUTORY CONTRACTS  
EFFECTIVE AS OF THE PETITION DATE; AND (II) WAIVING  
THE REQUIREMENTS OF BANKRUPTCY RULE 6006(f)(6)  
[RELATED TO DOCKET NO. [\_\_]]**

Upon the motion (Doc. \_\_) (the “Motion”)<sup>2</sup> of the Debtor for entry of an order (this “Order”): (i) authorizing the Debtor to reject, effective as of the Petition Date, the Broker Contracts; and (ii) waiving the requirements of Bankruptcy Rule 6006(f)(6), all as more fully set

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification are (2693), and the address of the Debtor’s corporate headquarters is 790 Windmill Drive, Pickerington, Ohio 43147.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.

forth in the Motion; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference entered in this District; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

**ORDERED, ADJUDGED, AND DECREED that:**

1. The Motion is granted as set forth herein.
2. The Broker Contracts listed on Schedule 1 hereto are rejected under Bankruptcy Code section 365, effective as the Petition Date.
3. The requirements of Bankruptcy Rule 6006(f)(6) are hereby waived for the purposes of the Motion.
4. The Debtor and its claims and noticing agent are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.
5. This Order shall be effective and enforceable immediately upon entry hereof.

6. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

**SO ORDERED.**

Copies to: Default List.

**Schedule 1**

**Broker Contracts**



Name	Address		City	State	Zip	Description
ABA Energy Partners Inc.	9435 Waterstone Blvd	Suite 140	Cincinnati	OH	45249	Broker Contract
Abba Enterprises Unlimited LLC	2754 Shady Ridge Dr		Columbus	OH	43231	Broker Contract
Ablahad Salmo	686 Pine Ridge Avenue		Oxford	MI	48371	Broker Contract
Academy Utility Consultants	53125 Alyssa Ct.		Shelby Twp	MI	48315	Broker Contract
Action Business Services LLC	157 Minges Circle		Battle Creek	MI	49015	Broker Contract
Adam N Girard	232 Rocky Fork Dr S		Columbus	OH	43230	Broker Contract
AES - Alternative Energy Source	8225 Farnsworth Road A-10		Waterville	OH	43566	Broker Contract
Alternate Energy Suppliers	680 Shoreline Dr.		Fenton	MI	48430	Broker Contract
Alternative Gas & Electric Solutions, LLC	5577 Airport Hwy. Suite 101		Toledo	OH	43615	Broker Contract
Alternative Utility Services, Inc. (AUS)	P O Box 250		Lake Geneva	WI	53147	Broker Contract
Amerex Brokers LLC	One Sugar Creek Center Blvd.	Suite 700	Sugar Land	TX	77478	Broker Contract
AMPO Inc.	1111 Shrock Rd.	Suite 100	Columbus	OH	43229-1155	Broker Contract
AMPO Inc.	1111 Shrock Rd.	Suite 100	Columbus	OH	43229-1155	Broker Contract
AMT Telecom	6905 Telegraph Rd. - Suite 155		Bloomfield Hills	MI	48301	Broker Contract
Amy Avery	6658 N Meadows Pass		Dexter	MI	48130	Broker Contract
Andrew Skedo	40142 Denbigh		Sterling Heights	MI	48310	Broker Contract
Antoinette Weathers	5701 Suburban Court		Flint	MI	48505	Broker Contract
Aspen Energy	4789 Rings Road	Suite 100	Dublin	OH	43017	Broker Contract
Asset Energy LLC	8961 Oakcrest Way		West Chester	OH	45069	Broker Contract
Athens Area Chamber of Commerce	340 W State Street	Suite 242	Athens	OH	45701	Broker Contract
Baroda Group LLC	15851 South US 27	Building 20- Suite 22	Lansing	MI	48906	Broker Contract
BHP Energy LLC d/b/a GEM Energy	6842 Commodore Dr		Walbridge	OH	43465	Broker Contract
BidUREnergy, Inc.	4455 Genesee Street		Buffalo	NY	14225	Broker Contract
Blue Flame	9824 East Washington Street		Chagrin Falls	OH	44023	Broker Contract
Blue Print Energy Group	19707 Chagrin Blvd		Shaker Heights	OH	44122	Broker Contract
Bradley Lewis dba Creative Energy	13900 Nicklaus Dr.		Overland Park	KS	66223	Broker Contract
Broker Online Exchange	1 Paragon Drive, Suite 255		Montvale	NJ	07645	Broker Contract
Buckeye Energy Brokers, Inc.	66 East Mill Street		Akron	OH	44308	Broker Contract
Burton Energy Group	11675 Great Oaks Way	Suite 350	Alpharetta	GA	30022	Broker Contract
Cambridge Area Chamber of Commerce	607 Wheeling Ave		Cambridge	OH	43725	Broker Contract
Caroline Cieminski	6923 Oleander Court		Liberty Township	OH	45044	Broker Contract
CCAOSC Energy Solutions, LLC. d/b/a Palmer Energy	5577 Airport Highway	Ste. 101	Toledo	OH	43615	Broker Contract
CEH Consulting LLC	1460 Rosina Dr		Miamisburg	OH	45342	Broker Contract
Chamber Energy Solutions, LLC. d/b/a Palmer Energy	5577 Airport Hwy	Ste. 101	Toledo	OH	43615	Broker Contract
Chase Tek Corporation	1201 Dublin Road		Columbus	OH	43215	Broker Contract
Cherrydale a/k/a Commercial Service Broker	355 W. Columbia Ave	Suite #208	Battle Creek	MI	49015	Broker Contract
Choice Energy Services Retail	5151 San Felipe St.	Suite 2200	Houston	TX	77056	Broker Contract
Clifford Walker III	131 Delaware Street SE		Grand	MI	49507-1125	Broker Contract
Commercial & Industrail Energy	17570 Fairlawn Drive		Chagrin Falls	OH	44023	Broker Contract
Commercial Service Broker	355 W. Columbia Ave	Suite #208	Battle Creek	MI	49015	Broker Contract

Name	Address		City	State	Zip	Description
Community Energy Advisers	3725 Medina Road	Suite 112	Medina	OH	44256	Broker Contract
Compass Enterprises	P O Box 611527		Port Huron	MI	48061	Broker Contract
Consumer Energy Solutions Inc.	1255 Cleveland St		Clearwater	FL	33755	Broker Contract
ConsumerChoice Marketing	1331 Conant Street	Suite 201	Maumee	OH	43537	Broker Contract
ConsumerChoice Marketing	409 Adams St.		Toledo	OH	43604	Broker Contract
Consumers Energy Options	1057 Briarcliffe Dr		Flint	MI	48532	Broker Contract
Curago Energy LLC	8526 Pitlochry Court		Dublin	OH	43017	Broker Contract
Corporate Energy Services	8880 Christie Drive		Largo	FL	33771	Broker Contract
CVC Co LLC	1528 Guilford Road		Columbus	OH	43221	Broker Contract
Dan Gheesling	7626 Barnsbary		West Bloomfield	MI	48234	Broker Contract
Dave Erich	45 Copley Circle		Springboro	OH	45066	Broker Contract
David Donahue	10245 Twin Ponds Dr		Goodrich	MI	48438	Broker Contract
David Printup	917 Poppy Hills		Blacklick	OH	43004	Broker Contract
David Tomlin	11102 SW 73 RD CT		Ocala	FL	34476	Broker Contract
Daybreak Energy	8069 Garnet Ave NE		Canton	OH	44721	Broker Contract
Dena Leginski	9830 Allen Road		Allen Park	MI	48101	Broker Contract
Dennis Giancola d/b/a H.P. Technologies	8834 Mayfield Rd		Chesterfield	OH	44026	Broker Contract
Derrick Parker	P O Box 17213		Lakeside Park	KY	41017	Broker Contract
Diversified Energy	1044 Kinder		Toledo	OH	43615	Broker Contract
Dyna Flow LLC	5179 Buckingham Place		Troy	MI	48098	Broker Contract
ECOVA Tharaldson Group a/k/a Engie	1313 North Atlantic St.	Suite 5000	Spokane	WA	99201	Broker Contract
EGC Ltd.	733 E Dublin Granville Road	Suite 202	Columbus	OH	43229	Broker Contract
Electric & Gas Savings LLC	10221 Centrepark Dr	Apt # 1228	Houston	TX	77043	Broker Contract
Elizabeth Young	36249 Chaskey St		Richmond	MI	48062	Broker Contract
Emuna Energy	629 Euclid Ave	Suite 1300	Cleveland	OH	44114	Broker Contract
Enel X North America, Inc.	One Marina Park Dr., Suite 400		Boston	MA	02210	Broker Contract
EnerCom Inc	30700 Telegraph Road	Suite 3455	Bingham	MI	48025-4592	Broker Contract
Enerconnex LLC	4140 Clark Shaw Road		Powell	OH	43065	Broker Contract
Energen Inc.	P.O. Box 533		Cuyahoga Falls	OH	44222	Broker Contract
Energy Alliances, Inc.	8469 Blue Ash Road		Cincinnati	OH	45236	Broker Contract
Energy Auction Exchange LLC	893 West Baxter Drive	Suite 250	South Jordan	UT	84095-8506	Broker Contract
Energy Choice LLC	17122 Arthur Court		Spring Lake	MI	49456	Broker Contract
Energy Cost Savers	3601 Green Road	Suite 304	Cleveland	OH	44122	Broker Contract
Energy Edge Strategic Solutions	9601 Katy Freeway	Suite 450	Houston	TX	27024	Broker Contract
Energy Impact	4200 Regent Street	Suite 200	Columbus	OH	43219	Broker Contract
Energy Professionals	1315 Cleveland Street		Clearwater	FL	33755	Broker Contract
Energy Revenue - Beisner and Beisner	3665 Elroy-Ansonia Rd.		Ansonia	OH	45303	Broker Contract
Enstar Energy LLC	6810 S Cedar Street	Suite 16	Lansing	MI	48911	Broker Contract
ERC Services LLC	387 Golfview, Suite 100		Highland Heights	OH	44143	Broker Contract
Executive Assistant Service	2103 Sandstone Dr		Jenison	MI	49428	Broker Contract

Name	Address		City	State	Zip	Description
FirstEnergy Solutions Dba The E Group	10350 Ormsby Park Place	Suite 400	Louisville	KY	40223	Broker Contract
Five Gems	32432 Willoughby Road Apt 1		Farmington Hills	MI	48334	Broker Contract
Fred Holmes	147 Pine Grove Dr		Nelsonville	OH	45764	Broker Contract
Global Deregulation Services Inc	1300 East Lafayette - Suite 1009		Detroit	MI	48227	Broker Contract
Good Energy L.P.	232 Madison Ave.	3rd Floor	New York	NY	10016	Broker Contract
Green Power Source	5830 Ramblewood Ct		Brighton	MI	48116	Broker Contract
Greenlight Marketing LLC	6735 Monarch Drive		Sylvania	Oh	43560	Broker Contract
Growers Energy Solutions, LLC. d/b/a Palmer Energy	5577 Airport Hwy.	Ste. 101	Toledo	OH	43615	Broker Contract
GSA Group	704 North Old Woodward		Birmingham	MI	48009	Broker Contract
Habes LLC	824 Rollins Meadows		Quincy	MI	49082	Broker Contract
HealthTrust Purchasing Group	P.O. Box 751576		Charlotte	NC	28275-1576	Broker Contract
Heartland Energy	4988 South Mukford Road		Rockford	IL	61109	Broker Contract
HPS LLC	3275 N M-37 Highway		Middleville	MI	49333	Broker Contract
Huck Hayes d/b/a Alternative Energy Source	8225 Farnsworth Road	Suite A	Waterville	OH	43566	Broker Contract
Ice Solutions Inc	8701 Maravilla Drive		Fort Wayne	IN	46815	Broker Contract
International Marketing Business Group Ltd (IMBG) dba Nu Energy Solutions	3454 Oak Alley Court	Suite 300	Toledo	OH	43606	Broker Contract
Independent Energy Consultants Inc	215 W Garfield Road	Suite 210	Aurora	OH	44202	Broker Contract
Industrial and Commercial Energy Cons.	5846 Cedar Point Road		Oregon	OH	43616	Broker Contract
Insight Sourcing Group	5555 Triangle Parkway, Suite 300		Norcross	GA	30092	Broker Contract
Integrity Energy	5711 Grant Ave		Cleveland	OH	44105	Broker Contract
Irish Energy Group LLC	206 High Street		Somerset	OH	43783	Broker Contract
JAC Technologies	1348 King Highway		Kalamazoo	MI	49001	Broker Contract
Jackson Area Chamber of Commerce	234 Broadway Street		Jackson	OH	45640	Broker Contract
Jackson Metropolitan Housing Authority	249 West 13th Street		Wellston	OH	45692	Broker Contract
Jamie Warner	1209 Lakeshore Drive		Columbus	OH	43204	Broker Contract
JARSCO LLC	P.O. Box 153		Lithopolis	OH	43136	Broker Contract
Jeff Brandt	22150 Swan Street	Apt 833	South Lyon	MI	48178	Broker Contract
Jieun Yoon	698 Ridgeview Ter		Fremont	CA	94536	Broker Contract
Jim Rosenthal	1975 Jason Drive		Commerce Twp	MI	48382	Broker Contract
JME Leadership Committee LLC	11400 King Road		Concord	MI	49237	Broker Contract
Joel Heron	3300 North Branch Road		North Branch	MI	48461-9391	Broker Contract
John C. Costa	1056 Somerset Ave		Grosse Pointe Park	MI	48230	Broker Contract
John R Wiles	10301 N Crosset Hill Dr		Pickerington	OH	43147	Broker Contract
John Urmetz	237 Justo Ln		Independence	OH	44131	Broker Contract
Jon Dunbar	621 E Sunset Drive		North Muskegon	MI	49445	Broker Contract
Jon Jurhs	5058 Huntington Drive		Carmel	IN	46033	Broker Contract
Jonathan Firetage	17124 Hilton		Southfield	MI	48075	Broker Contract
KBK Group	1971 Beverly Road		Columbus	OH	43221	Broker Contract
Kristine Mahan	5949 Whitneyville Ave SE		Alto	MI	49302	Broker Contract

Name	Address		City	State	Zip	Description
Lakepoint Energy LLC	2640 Covington Place		Avon	OH	44011	Broker Contract
Landmark Real Estate	P. O. Box 611527		Port Huron	MI	48061	Broker Contract
Larry Hughes	4475 Har rods St		Groveport	OH	43125	Broker Contract
Lawrence Popiel	6612 N. Evangeline		Dearborn Heights	MI	48127	Broker Contract
LCI Networking LTD	1303 Titlesit Dr		Akron	OH	44312	Broker Contract
Lights Out Energy	3922 Eileen Drive		Cincinnati	Oh	45209	Broker Contract
Logan-Hocking Chamber of Commerce	96 W Hunter Road		Logan	OH	43138	Broker Contract
Logical Communication Services, LLC	39340 US Highway 19N		Tarpon Springs	FL	34689	Broker Contract
Lyons Consulting LLC	4611 Pine Ave		Holland	MI	49423	Broker Contract
M&S SpeedForce, LLC.	10178 Portage St NW		Canal Fulton	OH	44614	Broker Contract
Madison Blair and Co.	829 Westhaven Blvd.		Lansing	MI	48917	Broker Contract
Magic Diamond Tools, Inc.	32450 Chesterbrook St.		Farmington Hills	MI	48334	Broker Contract
Marc Sosnowski	8488 Kinloch Street		Dearborn Heights	MI	48127	Broker Contract
Mark Brickley	248 Postage Circle		Pickerington	OH	43147	Broker Contract
Mark Coffey	4818 Windswept Drive		Milford	MI	48380	Broker Contract
Mark Gahn	7511 McDonald Road		Cheboygan	MI	49721	Broker Contract
Matthews Marketing	P.O, Bix 312		Williamstown, W	VA	26187	Broker Contract
Michael Capuano	1528 Guilford		Columbus	OH	43221	Broker Contract
Michigan 4 Energy LLC	P O Box 35		Walled Lake	MI	48390	Broker Contract
Michigan Retailers Association	603 South Washington Ave.		Lansing	Mi	48933	Broker Contract
Midwest Energy Inc.	60590 Decatur Road		Cassopolis	MI	49031	Broker Contract
Midwest Utility Consultants , Inc.	5123 Romohr Road		Cincinnati	OH	45244	Broker Contract
Mike Kennedy	2604 Chateau Drive		Catawba Island	OH	43452	Broker Contract
Monumental Energy LLC	177 24th St NW		Barberton	OH	44203	Broker Contract
MSI Utilities Inc	4250 Metro Place N Suite 330		Dublin	OH	43017	Broker Contract
Muirfield Energy	425 Metro Place North	Suite 550	Dublin	OH	43017	Broker Contract
Muirfield Energy	425 Metro Place North	Suite 550	Dublin	OH	43017	Broker Contract
Natalie Girard	232 Rocky Fork Dr S		Columbus	OH	43230	Broker Contract
National Energy Experts, Inc	3216 East Creek Ct		Avon	Oh	44011	Broker Contract
National Sales Systems, LLC.	920 S. Orchard Hill Dr.		Casnovia	MI	49318	Broker Contract
Nelsonville Area Chamber	P O Box 276		Nelsonville	OH	45764	Broker Contract
New American Power	41 University Dr Suite 400		Newtown	PA	18940	Broker Contract
New River Group, LLC.	4041 North High Street	Suite 202	Columbus	Oh	43214	Broker Contract
Nick Barlow	526 144th Ave		Caledonia	MI	49316	Broker Contract
Nicolas Andreasson	2486 Orchard Lake Road		Sylvan Lake	MI	48320	Broker Contract
North Shore Energy Consulting	18843 White Oak DR.		Chagrin Falls	OH	44023	Broker Contract
Northeast Energy Partners	100 Front Street	20th Floor	Worcester	MA	01608	Broker Contract
OGW Energy Resources	P O Box 351		Tipp City	OH	45371	Broker Contract
OHIO EIC	1948 Williams Way		Wooster	OH	44691	Broker Contract
Ohio Energy Management LLC	3408 Warren Road	Suite 1	Cleveland	OH	44111	Broker Contract

Name	Address		City	State	Zip	Description
Ohio Industrials	1231 Cambridge Blvd		Columbus	OH	43212	Broker Contract
On-Demand Energy, LP	500 Cherrington Pkwy.	Suite 400	Moon Township	PA	15108	Broker Contract
One Source	17199 N. Laurel Park Drive	Suite 260	Livonia	MI	48152	Broker Contract
Onyx Power & Gas Consulting	3 Galleria Tower	13155 Noel Road Suite 900	Dallas	TX	75240	Broker Contract
Open Energy LLC	33228 West 12 Mile Road #294		Farmington Hills	MI	48334	Broker Contract
Options Consulting Services	409 Adams St.		Toledo	OH	43604	Broker Contract
Palmer Energy Company, Inc.	5577 Airport Highway	Ste. 101	Toledo	OH	43615	Broker Contract
Patricia Hancz	5467 Stewart Road		Monroe	MI	48162	Broker Contract
Paul Pickell	3625 Tara Drive		Highland	MI	48356	Broker Contract
Performance Group of America LLC	5675 Landsburg Road		Feenville	MI	49408	Broker Contract
Pickerington Area Chamber of Commerce	21 Lockville Road	Suite 100	Pickerington	OH	43147	Broker Contract
Power Bid	5055 Enterprise Rd.		Toledo	OH	43612	Broker Contract
Pure Energy Source	Melanie Zoma	7269 Silverbeech	West Bloomfield	MI	48323	Broker Contract
RD Energy Inc.	20 Meadow Wood Dr.		Granville	OH	43023	Broker Contract
Regor Energy Corporation	9604 Cliffview Street NW		Clinton	OH	44216	Broker Contract
Revenue Group Salesloft Division	3711 Chester Ave		Cleveland	OH	44114	Broker Contract
Rick Ebaugh	21726 Gregory		Dearborn	MI	48124	Broker Contract
Rick Sible	920 S Orchard Hill Drive		Casnovia	MI	49318	Broker Contract
S J Cobb & Associates	1411 Park Avenue West		Mansfield	OH	44906	Broker Contract
SCEW	5736 Whitehaven Dr		Lansing	MI	48917	Broker Contract
Schneider Electric fka Summit Energy Ser.	25716 Network Place		Chicago	IL	60673-1257	Broker Contract
Schneider Electric fka Summit Energy Ser.	10350 Ormsby Park Place	Suite 400	Louisville	KY	40223	Broker Contract
SCioto Energy	4041 North High St	Suite 202	Columbus	OH	43214	Broker Contract
Scott Hayes	4759 Quarton Road		Bloomfield Hills	MI	48301	Broker Contract
Shamie Development, Inc	26111 W 14 Miles Road	Suite #LL-4	Franklin	MI	48025	Broker Contract
Sheree Hill	46675 W. Seven Mile		Northville	MI	48167	Broker Contract
Simple Energy	1607 E Big Beaver Road	Suite 310	Troy	MI	48083	Broker Contract
South East Energy Consultants LLC	2328 US Highway 19 N		Holiday	FL	34691	Broker Contract
Southern Energy Alliance & Holding	133 Canopy Lane		Summerville	SC	29485	Broker Contract
Steve Mintz	12 Windward Way		Chagrin Falls	OH	44023	Broker Contract
Strategic Energy Service	1528 Guilford		Columbus	OH	43221	Broker Contract
Sun & Young, Inc	32450 Chesterbrook St.		Farmington Hills	MI	48334	Broker Contract
Sun Heating & Cooling Inc	766 Industrial Court		Bloomfield Hills	MI	48302	Broker Contract
Supernova Partners, LLC a/k/a Affordable Gas & Electric	15535 Easy Ridge Ct.		Chesterfield	MO	63017	Broker Contract
Supernova Partners, LLC a/k/a Affordable Gas & Electric	10749 E Garden Rd		Mt Vernon	IL	62864	Broker Contract
Svetlana Newberry	1524 Sheepshead Bay Rd. Apt 5A		Brooklyn	NY	11235	Broker Contract
Tacuma Swanson	163 Barnof East		Westerville	OH	43081	Broker Contract
Taylor Energy Partners LLC	91 Carl Drive		Ada	MI	49301	Broker Contract
Taylor Marketing Group	91 Carl Drive		Ada	MI	49301	Broker Contract

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TEF Energy Solutions	6157 Walnut Hills Blvd		West Bloomfield	MI	48322	Broker Contract
TEK Utilities LLC	1880 Mackenzie Dr	Ste 207	Columbus	OH	43220	Broker Contract
Telecom Consulting	75098 Elk Horn Dr		Bruce Township	MI	48065	Broker Contract
TES Energy Services	17480 Dallas Parkway	Ste. 200	Dallas	TX	75287	Broker Contract
The Eagles Nest Worldwide	P O Box 36		Blacklick	OH	43004	Broker Contract
The Pragma Company LLC	483 Pauly Drive		Perrysburg	OH	43551	Broker Contract
Thomas Haefner	25072 Castlereigh		Farmington Hills	MI	48336	Broker Contract
Tiffany Maholm	2327 Sonnington Drive		TOLEDO	OH	43612-1647	Broker Contract
Tim O'Brien	2215 Clawson Avenue #209		Royal Oak	MI	48073	Broker Contract
Timothy C. Hall Jr	31915 Kelley RD		Burr Oak	MI	49030	Broker Contract
TPI Efficiency	2019 Center St	Suite 502	Cleveland	OH	44113	Broker Contract
Trajectory Services, LLC	P O Box 26605		Akron	OH	44319	Broker Contract
Trane Energy Choice	P O Box 7410346		Chicago	IL	60674-0346	Broker Contract
Trebel LLC	1216 Lexington Avenue	Suite 301	Mansfield	OH	44907	Broker Contract
Triple S Energy Management LLC	2038 Oldtown Valley Road SE		New Philadelphia	OH	44336	Broker Contract
Triumph Purchasing Network Inc	1600 West 9 Mie Rd - Ste 515		Southfield	MI	48075	Broker Contract
Ty Branscum	8195 Hickory Ridge Rd		Holly	MI	48442	Broker Contract
URC Energy a/k/a Stone Pillar	255 Evernia Street	Unit 511	West Palm Beach	FL	33401	Broker Contract
USave Utilities LLC	4503 Loggers Run NE		Grand Rapids	MI	49525	Broker Contract
Utilities Group Inc	11260 Chester Road	Suite 540	Cincinnati	OH	45246	Broker Contract
Utility Choice International (UCI)	3960 Medina Road		Akron	OH	44333	Broker Contract
Utility Research Inc	2060 Addaleen Road		Highland	MI	48357	Broker Contract
Utility Savings Assn	26645 W 12 Mile Road	Suite 106	Southfield	MI	48034	Broker Contract
VERB Energy LLC	Kevin Riley	43118 Devon Lane	Canton	MI	48187	Broker Contract
Vibrant Energy Company	9401 Mentor Ave #237		Mentor	OH	44060	Broker Contract
Vikron Energy	8168 S Bingham Ridge Dr		Traverse	MI	49684	Broker Contract
WMS Inc.	1220 East Joppa Road	Suite 400B	Towson	MD	21286	Broker Contract
World Energy Solutions, Inc. d/b/a EnerNOC, Inc	Dept. CH #16381		Palatine	IL	60055-6381	Broker Contract
Worthington Energy Consultants	1650 Watermark Dr	Suite 180	Columbus	OH	43215	Broker Contract